

**ATTACHMENT 1 – SETTLEMENT AGREEMENT
BETWEEN NATURE’S WAY AND THIRD COAST
TOWING IN PRIOR LITIGATION PROVIDED TO THE
NPFC AFTER THE AGENCY’S REQUEST FOR
ADDITIONAL DOCUMENTATION IN SUPPORT OF
NATURE’S WAY’S ADMINISTRATIVE CLAIM**

RECEIPT, RELEASE, INDEMNIFICATION AND ASSIGNMENT AGREEMENT

This Receipt, Release, Indemnification and Assignment Agreement (the "Settlement Agreement") is made and entered into by and between Natures Way, LLC and its underwriters ("Natures Way"), Third Coast Towing, LLC, and Atlantic Specialty Insurance Company. These entities are collectively referred to as "the Parties." Third Coast Towing, LLC and Atlantic Specialty Insurance Company are collectively referred to as "Third Coast." (Any reference to Third Coast Towing, LLC and/or Third Coast includes its parent, related, subsidiary, predecessor and survivor companies and/or NGL Marine and/or NGL Energy Partners LP.)

Natures Way and Third Coast enter into this Settlement Agreement in order to fully and completely settle, satisfy, compromise, and discharge any and all claims for losses and damages of whatever nature and kind that the Parties here raised, or could have raised, against each other from the damage allegedly sustained and the spill, cleanup, salvage, and related efforts, ("the Events") on or about January 29, 2013. On January 29, 2013, two barges, the MOC-12 and the MOC-15, allided with the Vicksburg River Bridge. The barges, , were owned by Third Coast Towing, LLC. The barges were being pushed by the M/V NATURES WAY ENDEAVOR, a vessel owned and operated by Natures Way, LLC, upon the terms and conditions set forth below.

1. Release and Discharge

BE IT KNOWN TO ALL MEN that for and in consideration of the settlement described in Part 2 below (entitled "Payments"), the receipt of which is hereby acknowledged by Third Coast, and other valuable consideration, the Parties do hereby release, remise, and forever discharge each other, and each Parties' vessels, agents, underwriters, insurers, employees, crews, directors, officers, predecessors, parents, successors, affiliated/related corporations, partnerships, joint venture interests, and/or operating entities, vessel operators and/or vessel managers, and the

underwriters of all the entities listed above, in any capacity, (the "Released Parties") who/which may be, or may later become, liable from any and all manner of actions, suits and/or claims for damages which the Parties, in any capacity, now have or may hereafter acquire, whether known or unknown, against each other, arising out of or in any way related to the Events, and all other rights and causes of action under the maritime laws or statutes of the United States of America and/or, if necessary, the law of the State of Louisiana, and/or any other law or laws of any other state or country which may afford a right or cause of action for any other legally recoverable category of loss or damage arising out of or in any way, directly or indirectly, related to the Events.

The Parties acknowledge and agree that the release and discharge set forth in this document is a general release. They further agree that payment of the sums specified herein, or other valuable consideration, is accepted as a complete compromise and discharge of all losses or claims. The Parties assume the risk that the facts or law may be other than believed. Moreover, the Parties understand and agree that this settlement is a compromise of disputed losses or claims, and the payments, or other valuable consideration, are not to be construed as admissions of liability on the part of any Party, by whom liability is expressly denied.

As a further consideration of the aforesaid payments made herein, or other valuable consideration, as part of this agreement, Third Coast specifically and expressly agrees to protect, defend, indemnify, and hold harmless the Released Parties of and from any and all further liability or responsibility for loss, damage, or expense brought by, through or on behalf of Third Coast related to Third Coast's respective claims of any nature by anyone, directly or indirectly, as a result of the above-described alleged incidents and damages, whether such claims may be made by way of indemnity, contribution, subrogation, or otherwise. Third Coast makes this

agreement despite any negligence, fault, or strict liability that Natures Way or any of the Released Parties may have had in causing and/or contributing to the aforesaid loss, damage, expense, or claims.

Notwithstanding the foregoing, Third Coast expressly acknowledges that Natures Way intends to pursue Third Coast Towing, LLC's cargo underwriters. Third Coast Towing, LLC expressly assigns to Natures Way any and all rights Third Coast Towing, LLC may have against its cargo underwriters. Third Coast further releases its cargo underwriters from any separate claim brought by Third Coast (except to the extent Third Coast has assigned its claim to Natures Way). It is a further part of this agreement that the pursuit by Natures Way against Third Coast Towing, LLC's cargo underwriters shall not in any way adversely impact or impose any additional liabilities, costs or expenses of any nature or kind whatsoever on Third Coast Towing, LLC, and/or its Protection and Indemnity underwriters and/or its pollution underwriters. Natures Way shall fully protect, defend and indemnify these parties from any claims that may arise as a result of Nature's Way's pursuit of claims against Third Coast's cargo underwriters.

The Parties have had explained to them their legal rights under the law and each fully understands those legal rights. Having received such information, and fully realizing the significance thereof, the Parties desire to make this settlement in order to resolve the disputed issues of fact and/or law which arise out of or are related to the Events. Moreover, the Parties voluntarily make this settlement of their own free will and volition, in order to resolve all of the claims once and for all.

Third Coast agrees to instruct its attorneys to dismiss any suits or arbitration proceedings against Natures Way and the Released Parties, with prejudice, arising out of or in any way related to the Events that may be pending, and specifically the suit styled "Third Coast Towing, LLC, et al v. Natures Way Marine, LLC et al", filed in the United States District Court for the

Eastern District of Texas, and transferred to the United States District Court for the Southern District of Alabama, c/a No. 1:14-00047, with each party to bear its own costs.

2. Payments

In consideration of the release set forth above, Natures Way agrees to pay to Third Coast Towing, LLC, for its use and benefit, FIFTY THOUSAND AND 00/100 (\$50,000.00), the receipt of which is acknowledged by Third Coast Towing, LLC. Natures Way further agrees to pay Atlantic Specialty Insurance Company ONE MILLION NINE HUNDRED FIFTY THOUSAND AND 100/100 (\$1,950,000), the receipt of which is acknowledged by Atlantic Specialty Insurance Company.

3. Representation of Comprehension of Document

In entering into this Settlement Agreement, the Parties represent that the terms of this Settlement Agreement are fully understood and voluntarily accepted.

4. Warranty of Capacity to Execute Agreement

The Parties represent and warrant that no other person or entity has, or has had, any interest in their respective claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that they, or their authorized attorneys, have the sole right and exclusive authority to execute this Settlement Agreement in connection with each of their respective claims and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of their respective claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

5. Confidentiality and Compromise

The Parties agree that neither they nor their attorneys or representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Settlement

Agreement or any of the amounts, numbers, or terms and conditions of any sums payable to the Payees hereunder or recipients of other valuable consideration referred herein.

6. Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the maritime laws of the United States of America. In the event the maritime laws of the United States of America are found inapplicable, this Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana.

7. Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

9. Effectiveness

This Settlement Agreement shall become effective immediately following execution by a representative, or the authorized counsel of record, of Third Coast.

THUS DONE AND EXECUTED in multiple originals this ___ day of _____, 2015.

WITNESSES:

Third Coast Towing, LLC.

Print Name: _____

Print Name: _____
Title: _____

Print Name: _____

NOTARY PUBLIC Print Name:
Print Name: _____
Notary Id.# _____

WITNESSES:

Natures Way, LLC.

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

NOTARY PUBLIC Print Name: _____

Print Name: _____

Notary Id.# _____

WITNESSES:

Atlantic Specialty Insurance Company

Print Name: David O'Hanlon

Print Name: Joe Gallagher

Title: SENIOR VICE PRESIDENT

Print Name: Tony Kaplan

NOTARY PUBLIC Print Name: _____

Print Name: Lenore E. Welsh

Notary Id.# 130861

